UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES – SAN FRANCISCO BRANCH OFFICE

DEX MEDIA, INC.

and **Case 27–CA–196726**

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 1269

Julia M. Durkin, Esq., for the General Counsel.
David L. Zwisler, Esq. *(Ogletree, Deakins, Nash, Smoak & Stewart P.C.)*, for the Respondent.
Lorrie E. Bradley, Esq. *(Beeson, Tayer & Bodine)*, for the Charging Party.

DECISION

DICKIE MONTEMAYOR, Administrative Law Judge. This case was tried before me on November 30, 2017, in Denver, Colorado. The case involves an allegation that Dex Media, Inc., (the Respondent) failed to provide the International Brotherhood of Electrical Workers, Local 1269 **(**the Union**)** certain information requested by the union. The Respondent, for its part, denied that it had any obligation under the Act to provide the requested information. I find that Respondent violated the Act essentially as alleged.

STATEMENT OF THE CASE

The complaint alleged that Respondent violated Section 8(a)(5) and (1) of the Act by failing to provide the Union certain relevant requested information. Respondent filed a timely answer to the complaint denying all violations of the Act. Counsel for the General Counsel, the Union, and the Respondent filed briefs in support of their positions on January 5, 2018. On the entire record, I make the following findings, conclusions of law, and recommendations.

FINDINGS OF FACT

I. JURISDICTION

The complaint alleges, Respondent admits, and I find that at all material times, since at least January 1, 2016, Respondent, a corporation with offices and places of business throughout the United States, including an office and place of business in Greenwood Village, Colorado (Respondent's Greenwood Village facility), has been engaged in the business of providing digital and non-digital marketing and advertising services.

The complaint further alleges, and I find that at all material times Respondent, in conducting these operations, performed services valued in excess of $50,000 in states other than the state of Colorado.

The complaint alleges, Respondent admits, and I find that Respondent is and has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and further, the Union, is, and has been a labor organization within the meaning of Section 2(5) of the Act.

Based on the foregoing, I find that this dispute affects commerce and that the Board has jurisdiction of this case, pursuant to Section 10(a) of the Act.

II. LABOR ORGANIZATION

The complaint alleges, Respondent admits, and I find that at all times material herein, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

The following employees of Respondent (Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All Senior Telephone Marketing Consultants, Telephone Marketing Consultants — Win-Back, Telephone Marketing Consultants, and Telephone Sales Associates working in Respondent's Greenwood Village facility, as well as all Senior Marketing Consultants and Premise Marketing Consultants working in the Rocky Mountain area and Southwest area described in Appendix A of the collective-bargaining agreement effective from June 12, 2015 to May 11, 2018; excluding all managers, professional employees, office clerical employees, guards and supervisors as defined by the Act.

At all material times since at least June 2015, Respondent has recognized the Union as the exclusive collective-bargaining representative of all employees in the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from June 12, 2015 to May 11, 2018 (CBA). At all material times since at least June 2015, the Union has been the exclusive collective-bargaining representative of the Unit pursuant to Section 9(a) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

Background

The Respondent is a company that sells print media, including a telephone directory and digital media which also includes online advertising and other digital products. Respondent employs about 200 employees in the unit and divides them into two groups: (1) telephone representatives, and (2) premise employees. The group of persons identified as "telephone representatives" hold the job titles of senior telephone marketing consultants, telephone

marketing consultants, and telephone sales associates. This group is physically located at Respondent's facility in Greenwood Village, Colorado at a location referred to as the "telephone hub." The group identified as the "premise employees" hold job titles of senior marketing consultant or premise marketing consultants. Unlike the telephone representatives, they are not housed in the Greenwood Village office and instead are spread out in various locations in Colorado, New Mexico, Wyoming, Montana, Oregon, Idaho, Utah, and Arizona.

IV. THE INFORMATION REQUESTS AT ISSUE IN THIS CASE

Dex Media and IBEW Local 1269 are signatories to a collective-bargaining agreement (CBA) which contains various provisions pertinent to the allegations in this case. The first is Section 1.4 which prohibits discrimination against employees on the basis of their race, national origin, religion, age, sex, sexual orientation, marital status, union activities, disabilities, or military/veteran status. (Jt. Exh. 2 p. 8.) The second Section 2.3 which provides that "a grievance shall be put in writing and formally presented to the manager within 28 calendar days after the date the employee reasonably had first-hand knowledge of the circumstance that led to the grievance. If the first step grievance is not filed within twenty-eight calendar days after the aggrieved action occurred, it is untimely, and closed. It shall be a mutual responsibility to meet to consider the grievance within fourteen days (14) after it is presented. After the grievance has been presented, the Company will have no more than fourteen (14) calendar days to respond in writing to the Union." (Jt. Exh. 2 p. 10.) The third is Article 9.5 which provides that "an employee may, upon reasonable notice, inspect records contained in the employee's personnel file. For the purposes of this Article personnel filed is defined as those records normally in the custody of the employee's supervisor retained at the work location." (Jt. Exh. 2 p. 8.)

The background facts surrounding this case begin with an email sent to union officials on June 9, 2016 regarding a Performance Improvement Plan (PIP) that Respondent was on the verge of implementing. The email contained copies of a group of slides that outlined the various aspects of the new performance and disciplinary plan. (Jt. Exh. 3.) In particular, the plan set forth specific guidelines for placing employees on a performance improvement plan when "performance is unsatisfactory or falls short of company expectations." (Jt. Exh. 3 p. 3.) The plan also provided that, "while consistent adherence to the guidelines presented herein is expected, some management discretion may be applied to unusual individual situations as business circumstances warrant." (Jt. Exh. 3 p. 3.) The plan generally described the use of a Performance Rank Report (PRR) which in essence is a spreadsheet that rates and ranks employees' performance for a particular time frame. (Jt. Exh. 4.) The plan also set forth the various steps which could lead to employee warnings and termination, dependent upon their ranking in the PRR. (Jt. Exh. 3 p. 5–7.)

On November 2, 2016, after the new PIP was instituted, the Union Vice President and Director of Operations, Harry Esquivel sent an email with the subject "PRR Report Request-third request" which asked that Respondent provide "the PRR report." (Jt. Exh. 4.) The following day Maria T. Celona, Senior Staff Consultant-Labor Relations provided the PRR for pay period 2016-01 through 2016-22. After receiving the PRR Esquivel again emailed Celona, this time

requesting, "the PIP Notification of Action Steps for everyone in the entire IBEW area, from initiation of the PRR/PIP to present." (Jt. Exh. 5.) On November 9, 2016, Celona responded to the request. Her response in pertinent part set forth the following:

> Section 9.5 of the CBA sets forth Dex's obligations related to providing individual discipline to the union. Employees can and do reach out to the appropriate union representative when they want to do so. The Company accepts and supports the employee's rights and decisions on this matter. It is their prerogative. Your request does not fall within the negotiated parameters. Requests for information related to "everyone in the entire IBEW area" is extremely broad and likely to be unduly burdensome. I have provided you with the PRR which should give you the information necessary to assess whatever your issues are. What is the relevance of the requested information? (Jt. Exh. 6.)

After receiving this response, Esquivel called Celona to explain to her the union's position regarding the information sought and in an apparent attempt to convince her to provide the information requested. (Tr. 54–56.) The requested information was not provided and on November 30, 2016, Esquivel sent another email. This email stated:

> The Union is requesting a copy of the report(s) "Notification of Action Steps" sent out to the local offices for administering the progressive steps under the PIP. These reports are already generated so we do not see the [sic] any undue burden, additionally the request is relevant to all our represented members, the Union intends to be available to represent our members and it has become clear that many of the employees/members are not fully aware to what level of progressive steps they might be in. The RFI stands please provide as soon as possible. (Jt. Exh. 7.)

On December 2, 2016, Celona responded by email which stated:

> As I stated previously, employees can and do reach out to the appropriate union representative when they want to do so. The Company accepts and supports the employee's rights and decisions on this matter. To that point, we will not provide detailed reports of PIP activity for every employee in the bargaining unit. Attached please find the Performance Ranking Reports for pay period 24. (Jt. Exh. 8.)

After receiving this email, Esquivel spoke to Celona and again in this conversation requested the information. (Tr. 61–62.) Celona denied the request and thereafter she left her employment with Respondent.

On or about December 12, 2016, Respondent decided to make "Strategic Changes" which included changes to the PRR and PIP policies and emailed another group of power point slides outlining the new changes to union officials including Mr. Esquivel. (R. Exh. 2.) Subsequently,

the Union requested information regarding persons who were at some stage of the PIP. On February 15, 2017, Beth Dickson, the Director of Labor Relations responded with a list of names and work locations along with an explanation of how the persons would be affected by the PIP transition. She indicated:

> PIP action will resume next week. As we previously described, these employees will be reviewed based on their performance/standings under the metrics in place for 2016. During the transition through March, new PIPS will be based on bottom quintile ranking on both the 2016 and 2017 metric evaluations as previously discussed. As soon as I receive the stacked-ranking report for IBEW-represented employees, I will send it to you as promised. (R. Exh. 3.)

Sometime after receiving this information, Esquivel called Dickson and renewed his request for the Notification of Action Steps. Dickson noted that "providing the information may lead to many grievances," and took the position that the Notification of Action steps was a "management document." (Tr. 65.)

On March 21, 2017, Esquivel again requested the information. His request contained the following language: "The Union is requesting a copy of the report(s) "Notification of Action Steps" sent out to the local offices for administering the progressive steps under the PIP. (Jt. Exh. 9.) The following day Dickson responded by indicating, "I've answered that question before." (Jt. Exh. 9.) Esquivel responded with the following:

> If the issue is copy of the actual report "Notification of Action Steps" then the Union is requesting Dex provide the data for all IBEW represented employees who are on a step of discipline or entering steps of discipline per the PIP. On what step of discipline our members are currently on and what the next steps are going to be moved to or retreated in consideration of the latest findings from the PRR report(s) This information is essential for the Union to properly represent its members. (Jt. Exh. 10.)

On April 6, 2017, Esquivel emailed Dickson noting that, "he [sic] Union has not received the information requested, Please advise ASAP." (Jt. Exh. 11.) Dickson responded with the following:

> I have to ask: what is different about your request? I have already responded on this issue. Either Marie or I have provided the actionable PRR reports which give you the information that the Union needs. Section 9.5 of our Collective Bargaining Agreement sets forth the Company's obligation related to this matter. This request does not fall within those negotiated parameters. As you will recall, I stated that the document you referenced is a management document that contains recommendations, and it is not the final authority on what disciplinary action actually occurs(ed). [You do not provide us with Union

> documents that you consider confidential to your needs. I see our document to be in a similar vein.] If you have individual employee grievances for which you need additional information, please let me know who they are. (Jt. Exh. 12.)

During the time that the Union's requests were outstanding, the Employer disciplined employees pursuant to its PIP policies. The Union filed a number of grievances regarding the disciplinary actions. (GC Exhs. 2, 5, 8.) One of these grievances filed September 2, 2016, proceeded to arbitration after Respondent issued its Step 3 denial on February 13, 2017, and the Union referred the grievance to arbitration on February 28, 2017. (GC Exh. 2.)

It is undisputed that despite the repeated union requests and pending grievances, Respondent did not provide the Union with any PIP Notification of Action Steps documents for employees in general or any individual employees.

A. The Duty to Provide Information

> If an employer fails to provide the union with requested information that is relevant to the union's proper performance of its collective-bargaining obligations, it violates Section 8(a)(5) and (1) of the Act. *Leland Stanford Junior University & Service Employees Local No. 715, SEIU*, 262 NLRB 136, 138 (1982) (citing *Detroit Edison Co. v. NLRB*, 440 U.S. 301, 303 (1979)). An employer is obligated under the Act to provide requested information that is relevant to the union's responsibilities regarding both administration and enforcement of an existing collective-bargaining agreement. *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149, 152–153 (1956).
>
> The relevance of any request is ascertained by analyzing the information request against a liberal ‘‘discovery" standard of relevance as distinguished from the standard of relevance in trial proceedings. *NLRB v. Acme Industrial Co.*, 385 U.S. 432 fn. 6 (1967). The discovery standard for relevance is construed "broadly to encompass any matter that bears on or that reasonably could lead to other matter[s] that could bear on, any issue…" O*ppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 351 (1978); *Hickman v. Taylor*, 329 U.S. 495 (1947).
>
> The information doesn't have to be dispositive of the issues between the parties; it only has to have some bearing on it. Thus, an employer must furnish information that is of even probable or potential relevance to the union's duties. *Pfizer Inc.*, 268 NLRB 916 (1984); *Conrock Co.*, 263 NLRB 1293, 1294 (1982).

B. Relevance

1. **The information request was presumptively relevant**

The evidence of record establishes, and I find, that the information requested by the union was presumptively relevant. More specifically, I find that the information requests set forth herein dated November 3, 2016, November 30, 2016, February 2017, March 22, 2017, and April 6, 2017 were presumptively relevant because on their face the requests sought information which directly related to disciplinary actions. It is well settled that information concerning wages, hours, and other terms and conditions of employment for unit employees is presumptively

relevant to the union's role as exclusive collective-bargaining representative. See *Southern California Gas Co.*, 344 NLRB 231, 235 (2005). The Board has repeatedly specifically held that information related to the discipline of employees is presumptively relevant. *Grand Rapids Press*, 331 NLRB 296 (2000), In re *Dish Network Service Corp*., 339 NLRB 1126 (2003), *Lansing Automakers Federal Credit Union*, 355 NLRB 1345 (2010) *Security Walls, LLC*, 361 NLRB 348 (2014).

C. Respondent's Contentions

The Respondent contended that it had no duty to provide the information to the union and that not providing the information was permissible under the act. Respondent also asserted that (1) Internal communications between managers are not presumptively relevant and are not required to be produced; (2) The Union waived its right to directly access information in bargaining unit files; (3) The Union is not entitled to pre-arbitration discovery and the Company had no obligation to produce the requested information; and (4) The Company's response to the Union's requests for information was a good faith effort to comply with its obligations under the Act.

1. The information was presumptively relevant because it related directly to matters contained within the CBA and disciplinary processes

Despite Respondent's assertion to the contrary, I find the PIP Notification of Action steps to be presumptively relevant because they are directly related to the disciplinary process. It cannot be argued (given Respondent's own outline which clearly set forth that "the failure to complete the PIP will result in further discipline, up to and including termination") involves the disciplinary process. (Exh. 1.) It is also undisputed that the PIP Notification of Action Steps is a document which directly relates to the PIP disciplinary process. The relevance of the information is further borne out in the direct language of the CBA. Section 1.4 of the CBA is in essence an anti-discrimination provision. The information contained within the PIP Notification of Action Steps provides direct and relevant information regarding whether some employees are treated differently and if so whether such difference in treatment may have been motivated by a factor prohibited by Section 1.4. Thus, the comparison of employee discipline is directly relevant to the Union's representational obligations that arise as a consequence of Section 1.4. It is well within the statutory responsibility of the Union to closely scrutinize all facets relating to potential discriminatory treatment and/or discipline of employees. This includes under the "discovery type standard" securing information contained in the PIP Notification of Action steps. The Board need only decide whether the information sought has some bearing on the issues or if it would be of use to the Union. *Dodger Theatricals Holdings, Inc.*, 347 NLRB 953 (2006). The information sought clearly meets this standard. Moreover, this is the very type of information that the Union might need to process and/or evaluate a grievance or to determine whether to proceed to arbitration. See *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967), holding that an employer has a duty to furnish information which is necessary to enable the Union to evaluate intelligently grievances filed.

Nor am I persuaded that since Respondent itself characterized the PIP Notification Action Steps as "internal communication between managers" or a "management document that contains recommendations, and is not the final authority on what disciplinary action actually occurs(ed)"

it was not under a duty to provide the information. (Jt. Exh. 12.) In the first instance, I am skeptical that a document entitled "Notification of Action Steps" contained merely "recommendations." The title of the document itself indicates a more direct purpose and the actual function of the document, which is to notify the recipient of what actions will be taken. Assuming for the sake of argument that it does contain merely recommendations, the "Notification of Action Steps" nevertheless can form the basis for discipline and therefore is presumptively relevant. See *Lansing Automakers Federal Credit Union*, 355 NLRB 1345 (2010).

Respondent bears the burden of establishing confidentiality. *National Broadcasting Co*., 352 NLRB 90 (2008). There was simply no showing sufficient to meet Respondent's burden that the information sought was of a confidential nature such that would justify nondisclosure. A claim of confidentiality is an insufficient defense to a request for relevant information where there is no evidence presented to support such a claim. *Engineers Local 12*, 237 NLRB 1556, 1559 fn.9 (1978). Not only did Respondent not carry its burden, but when Dickson testified, her testimony revealed that she was "not sure" about basic processes surrounding the Notification of Action steps despite it being a core part of the Employer's disciplinary processes. For example, when asked if HR business managers relied on other information or documents in preparing the Notification of Action Steps she testified that "she didn't know for sure." (Tr. 151.) When asked if the Notification of Action Steps included other information to identify employees she testified, "I am not sure". (Tr. 151.) When asked if the Notification of Action Steps were implemented "without feedback" she testified that she "didn't know."[1] (Tr. 150.)

I am similarly not persuaded by Respondent's assertions that the Union did not sufficiently specify the relevance of the documents thus justifying Respondent's withholding of the information. As noted by General Counsel, a union is not required to make a specific showing of relevance unless the employer has submitted sufficient evidence to rebut the presumption. *Living and Learning Centers, Inc*., 251 NLRB 284, 288 fn. 3 (1980) enfd. 652 F.2d 209 (1st Cir. 1981). Respondent failed to rebut the presumption of relevance. Assuming for the sake of argument that it had, the Union without question on various occasions in its phone calls and in writing adequately specified the relevance of the documents which was clearly known to Respondent. The relevance of the information is on its face clear given its direct relationship to the disciplinary process. Moreover, on numerous occasions Esquivel explained various aspects of relevance. For example, in his request he explained that the information was relevant because employees/members are not fully aware to what level of progressive steps they might be in." (Jt. Exh. 7.) He later mentioned that he needed to know "on what step of discipline our members are currently on and what the next steps are going to be moved to or retreated in consideration of the latest findings from the PRR reports(s)." (Jt. Exh. 10.) Indeed, Dickson understood the relevance to the extent that she noted that if Respondent were to provide the information, it "may lead to many, many grievances." (Tr. 65.)

[1] It bears noting that her professed uncertainty did not appear genuine and was likely utilization of the testimonial artifice of "selective memory."

2. The Union did not waive its right to receive information

Respondent asserted that Section 9.5 of the CBA (which set forth an employee's ability to inspect personnel records) constituted a "clear and unmistakable waiver of its right to receive the information it requested." I disagree. The duty to furnish information is a statutory obligation which exists independent of any agreement by the parties. *American Standard, Inc*., 203 NLRB 1132 (1973). Thus, the Union's right to information can be waived only in express terms and not by implication and/or contractual silence. *Metropolitan Edison Co. v. NLRB*, 460 U.S. 693 (1983); *NLRB v. Perkins Machine Co.*, 326 F.2d 488 (1st Cir. 1964); *Timken Roller Bearing Co. v. NLRB*, 325 F. 2d 746 (6th Cir. 1963). Nowhere in Section 9.5 of the CBA is there any mention of the waiver of any union statutory right to receive information. In fact, Section 9.5 merely addresses an employee's right to access its personnel records; it contains no reference whatsoever to a Union's right to seek and/or receive information. Respondent argues that waiver should be found based upon the absence of any reference to the Union's statutory rights asserting that the principle of "*Expressio Unius Est Exclusio Alterius*" should apply. As noted above, the Board and the courts have uniformly rejected the type of waiver by implication that Respondent suggests should apply in this case. See for example, *Register-Guard,* 301NLRB 494,496 (1991).

3. Pre Arbitration Discovery

Despite Respondent's well established duty to provide the information in its possession, make a reasonable effort to secure any unavailable information, and, if any information remained unavailable, explain and document the reasons for its continued unavailability, the record is devoid of any evidence to establish that Respondent made any genuine effort to provide the Union with the actual information it requested. Respondent's characterization of the information requests as "pre-arbitration discovery" is misplaced. This is necessarily so because the various requests for information predated the February 28, 2017, referral of the grievance to arbitration. The board made clear in *Ormet Alluminum Mill Products*, 335 NLRB 788 (2001), that it will require information sought but not produced during the processing of a grievance to be produced notwithstanding the fact that an arbitration may be pending at the time the Board considers the unfair labor practice. To hold otherwise the Board reasoned would allow parties who refuse valid information requests to use arbitration as a "safe harbor." The Board's reasoning and rationale in *Ormet* is directly applicable to the facts presented.

4. **The Company's alleged good faith in responding to the Union's request**

The duty to furnish information requires "a reasonable good-faith effort to respond to the request as promptly as circumstances allow." *Goodlife Beverage Co.*, 312 NLRB 1060, 1062 fn.9 (1993). The duty to act in good faith requires "an honest effort to provide whatever information is required." *Decker Coal Co*., 301 NLRB 729, 740 (1991). Despite Respondent's assertions that it was acting in "good faith" it made no real effort to produce the requested information. The information sought was simple, readily available and close at hand yet after repeated requests, Respondent failed to produce the clearly identified information. "The refusal of an employer to provide a bargaining agent with information relevant to the union's task of representing its constituency is a per se violation of the act without regard to the employer's subjective good or bad faith." *Piggly Wiggly Midwest, LLC*, 357 NLRB 2344 (2012), *Brooklyn*

Union Gas Co., 220 NLRB 189, 191 (1975); *Procter & Gamble Mfg.*, 237 NLRB 747, 751 (1978), enfd. 603 F.2d 1310 (8th Cir. 1979). It is undisputed that Respondent failed to provide the requested information and in doing so its actions were in direct contravention of and in violation of Sections 8(a)(5) and (1) of the Act.

CONCLUSIONS OF LAW

1. The Respondent, Dex Media, Inc., is an employer within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Charging Party the International Brotherhood of Electrical Workers, Local 1269 (Union) is a labor organization with the meaning of Section 2(5) of the Act.

3. At all material times the Union has been the designated exclusive collective-bargaining representative of the following bargaining units of Respondent's employees:

a) All Senior Telephone Marketing Consultants, Telephone Marketing Consultants — Win-Back, Telephone Marketing Consultants, and Telephone Sales Associates working in Respondent's Greenwood Village facility, as well as all Senior Marketing Consultants and Premise Marketing Consultants working in the Rocky Mountain area and Southwest area described in Appendix A of the collective- bargaining agreement effective from June 12, 2015 to May 11, 2018; excluding all managers, professional employees, office clerical employees, guards and supervisors as defined by the Act.

3. The Respondent violated Section 8(a)(5) and (1) of the Act by failing and refusing to provide information requested by the Union and relevant to the Union's representational duties.

4. The unfair labor practices committed by the Respondent affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent shall provide the Union with the PIP Notification of Action Steps information requested on the November 3, 2016, November 30, 2016, February 2017, March 22, 2017 and April 6, 2017.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended

ORDER

The Respondent, Dex Media, Inc., its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and/or refusing to provide information requested by the Union that is relevant and necessary to the Union's representational status.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) In a timely manner, furnish the Union with the PIP Notification of Action Steps information requested on November 3, 2016, November 30, 2016, February 2017, March 22, 2017, and April 6, 2017.

(b) Within 14 days after service by the Region, post at its facility in Greenwood Village, Colorado, copies of the attached notice marked "Appendix."[28] Copies of the notice, on forms provided by the Regional Director for Region 27, after being signed by the Respondent's authorized representative shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to the physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondents to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.[2]

Dated, Washington, D.C. February 28, 2018

Dickie Montemayor
Administrative Law Judge

[2] If this Order is enforced by a judgment of the United States court of appeals, the words in the notice reading, "Posted by Order of the National Labor Relations Board shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

Notice to Employees
Mailed by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post, mail, and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose a representative to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse and/or fail to provide the Union with requested information that is relevant and necessary to the performance of its duties as the collective-bargaining representative of our unit employees.

WE WILL provide the Union with the information it requested in its information requests of November 3 and 30, 2016, February 2017, and March 21 and 22, 2017, April 6, 2017.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

DEX MEDIA, INC
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1–866–667–NLRB (1–866–667–6572). Hearing impaired persons may contact the Agency's TTY service at 1–866–315–NLRB. You may also obtain information from the Board's website: www.nlrb.gov.

Byron Rodgers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294
(303)844–3551
Hours of Operation**:** 8:30 a.m. to 5:00 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/27-CA-196726 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (720) 598-7398.